REMARKS

The pending claims in this application are claims 1-17, 19, 21-29 and 31-36.

Claims 2-12, 14-17, 19, 21-29 and 34-36 have been allowed.

Claims 1, 13 and 31-33 have been rejected under 35 USC 102(e) as being anticipated by Ding et al. US 6,316,018(Ding). This rejection is respectfully traversed. Applicants have presented lengthy arguments against this rejection in their previous response. In order not to burden the record by repeating those arguments, applicants respectfully request that the examiner reconsider them in light of the following remarks.

The only reason set forth in the final rejection for not finding applicants' arguments persuasive is that the claim does not recite the limitation "over a period of three months." The limitation in the claims is "long term." However, for the reasons discussed below, in this case, the latter is fully equivalent to the former and limits the claims in exactly the same manner.

In the original specification at [0024] the following disclosure appears. "As used herein, 'long-term' is greater than three months. Note that the statement is not a preference or a "for example," it is a clear definition. It is a long established principle as set forth in MPEP 2111.01 that APPLICANT MAY BE OWN LEXICOGRAPHER. The only requirement is that the definition presented is clear to one of ordinary skill and that it is "not repugnant to its well known usage." In addition to the cases cited in the MPEP, the following precedents are relevant to demonstrate that the principle stated is applied both in ex parte and inter parte cases.

In re Zletz, 13 USPQ2d 1320, 1322 (Fed. Cir.1989). "When the applicant states the meaning that the claim terms are intended to have, the claims are examined with that meaning."

Fonar Corp. v. Johnson & Johnson, 3 USPQ2d 1109, 1113 (Fed. Cir.1987). "Though inventors may be their own lexicographers, they must use words in the same way in the claims and in the specification."

Lear Siegler, Inc. v. Aeroquip Corp, 221 USPQ 1025, 1021 (Fed. Cir.1984). "So long as the meaning of an expression is made reasonably clear and its use is consistent within a patent disclosure, an inventor is permitted to define the terms of his claims. . . . in the specification."

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In re Okuzawa, 190 USPQ 464, 466 (Fed. Cir.1976). "Claims are not to be read in a vacuum, and limitations therein are to be interpreted in light of the specification in giving them their 'broadest *reasonable* interpretation.'" (emphasis in original).

There are many more citations on point, but the above taken merely for example should be sufficient to convince the Examiner that the instant claims are allowable.

Favorable consideration of this response is respectfully requested.

FEES

While it is not believed that any fees are due as a result of this Response, the Examiner is authorized to charge any fees that may be due to the undersigned attorney's PTO Deposit Account #50-1047.

Respectfully submitted,

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CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this document, and any document referenced herein, has been transmitted via facsimile to the US Patent and Trademark Office at (703) 872-9303 on December 6, 2004.

David B. Bonham, Reg. No. 34,297
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